

**CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE
AND WAGSTAFF AND ASSOCIATES FOR AN ENVIRONMENTAL IMPACT
REPORT FOR THE SUNNYVALE DOWNTOWN PROJECT**

THIS AGREEMENT dated July 24, 2002 is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and JOHN WAGSTAFF DOING BUSINESS AS WAGSTAFF AND ASSOCIATES ("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to the preparation of a Subsequent Environmental Impact Report (SEIR) for the proposed Sunnyvale Downtown Improvement Program Update; and

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be from the date of Agreement execution through the completion of services in accordance with Exhibit "A" attached and incorporated by reference, unless otherwise terminated. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager upon a showing of good cause.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT on a time and expenses basis in accordance with the rates specified in Exhibit "B" attached and incorporated by reference. Total compensation shall not exceed Eighty Five Thousand Six Hundred Seventy Four and no/100 Dollars (\$85,674.00). CONSULTANT shall submit invoices to CITY to be paid in accord with the procedures set forth in Exhibit "B".

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement, CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability.
- (b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT agrees to indemnify, defend and hold harmless CITY and its officers, officials, employees and volunteers from and against claims, damages, losses and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of CITY.

11. Insurance

CONSULTANT shall take out and maintain during the life of this Agreement policies of insurance as specified in Exhibit "C" attached and incorporated by reference, and shall provide all certificates and endorsements as specified in Exhibit "C."

12. CITY Representative

Trudi Ryan, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

John Wagstaff shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY: Trudi Ryan
Department of Community Development
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: John Wagstaff
WAGSTAFF AND ASSOCIATES
2512 Ninth Street, Suite 5
Berkeley, CA 94710

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. Subcontracts and Assignments

The parties agree that CONSULTANT shall subcontract the services described in Section II, Task II of Exhibit "A" as follows:

- A. Paragraph E. Noise shall be subcontracted to Illingworth & Rodkin, Inc., noise consultants; and
- B. Paragraph F. Air Quality shall be subcontracted to Donald Ballanti, air quality management consultant.

Nevertheless, CONSULTANT shall be responsible for all subcontracted services as if performing the services itself. CONSULTANT shall also be responsible for ensuring that all its subcontractors comply with applicable insurance requirements and other relevant provisions of this Agreement.

The parties also agree that CITY shall enter into a separate Agreement with Fehr and Peers Associates, Inc., to provide a transportation and parking analysis for the SEIR. CONSULTANT shall coordinate its work under this Agreement with the work of Fehr and Peers Associates, Inc., during all phases of the project and shall incorporate the transportation and parking analysis into the final SEIR.

Neither party shall assign or further sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

18. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By Susan Kitchens
City Clerk 7-24-02

By Robert A. LaSalle
City Manager

APPROVED AS TO FORM:

WAGSTAFF AND ASSOCIATES
("CONSULTANT")

By Joana Bryan
City Attorney

By John Wagstaff, Proprietor
Name and Title

EXHIBIT "A"

II. PROPOSED SCOPE OF SERVICES

The following tasks will be undertaken by the SEIR consultant. An Administrative Draft SEIR will be submitted to the City within twelve weeks (60 working days) from contract execution. A detailed schedule is included in Section IV of this proposal.

TASK I. PROJECT DESCRIPTION AND INITIAL SURVEYS

A. Initial Staff Meeting

Upon authorization to proceed, an initial meeting will be held with City and Redevelopment Agency staff, the SEIR consultant principal-in-charge and project manager, the SEIR transportation subcontractor project manager, and if the Agency desires, the redevelopment consultant and/or attorney, to discuss and refine the SEIR preparation approach, work scope, future (2015) base case assumptions, alternatives, schedule, and information needs.

B. Project Description

The objectives, components and characteristics of the proposed downtown improvement program will be described to the extent needed for adequate evaluation of environmental impacts. Using text, tables, and graphics, the description will illustrate the combination of proposed improvement program boundaries, objectives, parameters, and actions. Through close collaboration with City and Redevelopment Agency staff, the project description will identify the range and extent of downtown improvement actions likely to be implemented, possibly including:

Urban Design Plan Provisions:

- changes in land use designation,
- changes in development standards, including building heights, coverages, setbacks, etc.,
- resulting changes in office, retail, and residential development capacity;

Redevelopment Plan Amendment Provisions:

- Possible expansion of the project area boundary,
- Increase in the tax increment revenue limit,

- Extension in the time limit for incurring debt,
- Re-establishment of eminent domain authority,
- Transportation improvements (road widenings, signalization, new roads and road extensions, sidewalks, bike lanes, bus turnouts, etc.),
- Parking improvements,
- Sewer system extensions,
- Storm drainage improvements,
- Water system upgrading,
- Environmental clean-up,
- Landscaping and street lighting,
- Building improvement loans, and
- Land assembly.

It is anticipated that the Redevelopment Plan Amendment will include a list of projected funding allocations to various public improvements and other actions designed to facilitate blight elimination and economic development in the project area, consistent with the proposed new urban design plan.

C. Data Gathering and Evaluation

Through our other recent Sunnyvale CEQA compliance activities, we have already accumulated a substantial Sunnyvale data base. Any available additional relevant data will also be collected and evaluated. New data to be collected will include updated project area base maps, aerial photographs, and other relevant new background materials that can be provided by City and Redevelopment Agency staff.

D. Field Survey

The proposed project area will be driven and walked to identify apparent existing conditions relevant to the downtown improvement (urban design plan, redevelopment amendment) program, and their impacts.

E. Completion of Initial Study Checklist and NOP

Wagstaff and Associates will prepare an administrative and "camera-ready" public release draft of the CEQA-required Notice of Preparation (NOP) and associated Initial Study Checklist, using the current NOP and City's Initial Study checklist format, or if desired by the City, the current formats recommended by the State Resources Agency. The City will be responsible for reproducing and circulating the NOP and Initial Study.

F. Clarification of Key Issues and Concerns

Through the NOP process and consultant consultation with City and Agency staff and other contacts, a more specific understanding of project-related issues and concerns will be developed. In addition to Community Development Department and Redevelopment Agency staff and the Agency's legal counsel, contacts would probably include:

- City of Sunnyvale Public Works Department,
- City of Sunnyvale Public Safety Department,
- Santa Clara Valley Transportation Authority, and
- Caltrans.

TASK II. DESCRIPTION OF SETTING, IMPACTS, AND MITIGATION MEASURES

Existing onsite and offsite conditions relevant to the environmental implications of the downtown improvement program update will be described in written and graphic form. Related impacts and associated mitigation measures will then be identified. Emphasis will be placed on key issues and concerns described in Task I. The proposed improvement program components, provisions and actions will be assessed in terms of their comparative beneficial and adverse effects on these issues.

In order to concisely describe the SEIR scope, the term "project" is used below to describe the proposed overall downtown improvement program update. The SEIR discussion of setting, impact, and mitigations for each environmental topic will be formulated as a consolidated discussion, with sufficient detail as necessary to provide adequate CEQA documentation for each of the various proposed or anticipated improvement program components (i.e., the urban design plan and redevelopment plan amendment, and anticipated specific plan, general plan, and zoning amendments)--i.e., a "program" level CEQA discussion.

For each impact category, the specific *significance criteria* to be applied in the SEIR will be identified. Each impact described will then be identified as either: (1) a less-than-significant impact; (2) a significant impact that could be reduced to a less-than-significant level after

implementation of mitigation measures; or (3) an unavoidable significant impact. Each *significant impact* and associated mitigation will be identified with an appropriate bold code (*Impact 1-1*, *Impact 2-3*, etc.) for use by readers, the SEIR team, and City and Agency staff and legal counsel in clearly linking specific SEIR findings with subsequent staff reports, conditions of approval, mitigation monitoring provisions, and the Statement of Findings.

Impact categories and related sub-tasks and team responsibilities are described below. (The team member with principal responsibility is identified in parenthesis next to each subtask heading.)

A. Land Use and Planning (Wagstaff and Associates)

Existing land use, visual, and urban design characteristics within and adjacent to the project area, and the potential effects of the downtown improvement program update on these characteristics, will be described as follows:

1. Setting. The existing mix of office, retail, other commercial and residential land uses in and around the project area will be described. The description will be based upon: (a) land use data contained in the March 2002 draft Sunnyvale Urban Design Plan, year 2002 Town Center Mall Modifications SEIR, 1993 Sunnyvale Downtown Specific Plan, and 1990 Sunnyvale Downtown Development Program Final EIR, (b) other data compiled by the City and Redevelopment Agency, (c) aerial photography, and (d) field survey by the consultants to confirm and update this information.

2. Impacts. The project's land use, visual, and urban design impacts--i.e., the *anticipated year 2015* development scenario ("Project Conditions"), and its effects on local land use and visual characteristics--will then be described. The assumed *year 2015* growth scenario ("Project Conditions") will be formulated in consultation with City and Agency staff. The scenario will reflect anticipated 12-year redevelopment plan-facilitated physical changes in the project area under the proposed Urban Design Plan and associated General Plan, Downtown Specific Plan, and zoning ordinance/map amendments.

In consultation with City and Agency staff, the SEIR consultant will also identify any location-specific urban design plan or redevelopment-facilitated development activity (opportunity areas) anticipated between now and the year 2015.

In addition, the broader, cumulative growth increment anticipated citywide and within the region by 2015 will be described based on available current growth projections (probably ABAG and/or SCVTA projections).

The land use and visual implications of these anticipated changes will then be evaluated, with emphasis on:

- (a) the anticipated long-term, indirect impacts of the improvement program in changing and intensifying commercial, residential and other land uses, and in changing the overall visual character and image of the project area, as well as the visual character of key corridors (Mathilda Avenue, etc.), internal locations (Murphy Avenue, etc.) and peripheral edges;
- (b) the land use and visual compatibility impacts of these anticipated urban design plan and redevelopment-facilitated changes in land uses, and development intensity, height and mass, on adjacent land uses;
- (c) the direct impacts of various specific, redevelopment-assisted infrastructure improvements on existing and future land use characteristics in the project area;
- (d) the anticipated secondary growth-inducing impacts of the project on the surrounding area.

3. Mitigation Measures. Measures to mitigate any identified significant adverse land use or visual impacts of the urban design plan and redevelopment plan amendment will then be recommended as warranted. The measures may include specific additional or revised land use policies, development standards, and/or urban design guidelines for future application in the area.

Optional Visual Simulations. As a work scope option, Environmental Vision, visual simulation consultants located adjacent to our offices in Berkeley, could be retained to prepare computer-generated "before and after" photomontage, color visual simulations of the visual effects of the proposed Urban Design Plan redevelopment plan amendment buildout scenario (land use revisions, increased building heights, and other proposed changes in existing design guidelines and standards) on the character of one or more key downtown visual corridors and/or edges--e.g., Mathilda Avenue, etc. The fee estimate in section VI of this proposal includes as a budget option the cost of such before and after photomontage visual simulations from up to two (2) vantage points. If this work scope option is included, the simulation vantage points would be selected by Environmental Vision in consultation with Wagstaff and Associates and City staff.

B. Population, Housing, and Employment (Wagstaff and Associates)

The proposed downtown improvement program update is expected to stimulate increased local commercial development and associated job creation, as well as increased local housing development. A concise description of existing population, housing, and employment characteristics in the project area and citywide, and an analysis of project-related impacts, will be completed as follows:

1. Setting. Existing and projected year 2015 population, housing, and employment characteristics in the project area and in Sunnyvale as a whole will be briefly described, based on City and ABAG estimates.

Any pertinent special housing needs that may be identified in the City's *Housing Element* will also be summarized. Similarly, any City-identified special employment needs, as well as local jobs/housing and/or jobs/employed residents ratio trends, will be summarized.

2. Impacts. A description of the anticipated effects of the downtown improvement program update on the year 2015 population, housing, and employment conditions outlined above will then be prepared. The discussion will provide some of the "base case" statistical data necessary to estimate other project environmental effects (i.e., incremental traffic impacts, public service needs, noise impacts, etc.). The impact assessment will summarize the following:

- Estimated project-induced changes in year 2015 local population characteristics;
- Anticipated changes in the local housing supply due to the state-required 20 percent tax increment set-aside for housing;
- The potential for project-induced changes in local employment characteristics and trends, including effects in stimulating local short- and long-term primary job creation as a result of program-financed public works projects and project-facilitated real estate development, as well as permanent commercial employment in the project area at buildout and any secondary job creation resulting from the "multiplier effect."

The anticipated effects of the project on the City's jobs/housing and jobs/employed residents ratio trends will also be summarized.

3. Mitigation Measures. Measures to mitigate any identified significant adverse population, housing and/or employment impacts (if any), or to maximize potential project population, housing or employment benefits, will be recommended as warranted by the impact findings.

C. Transportation and Parking (Fehr & Peers Associates, Inc.)

The SEIR transportation and parking analysis will evaluate the impacts of the proposed downtown improvement program buildout scenario. The analysis will be conducted following guidelines set forth by both the City of Sunnyvale and the Santa Clara Valley Transportation Authority (VTA), the Congestion Management Agency of Santa Clara County. The impact assessment will be based on year 2015 growth scenario developed by Fehr & Peers in consultation with Wagstaff and Associates, and based on the proposed new urban design plan development parameters and the proposed redevelopment plan amendment actions.

1. General Approach. Project impacts will be evaluated based on level of service calculations for key intersections and freeway segments in the vicinity of the site. The study intersections will be determined based on the number of project trips assigned to each intersection. A threshold of ten trips per lane (by movement) has been established by the CMP and adopted by the City of Sunnyvale for helping to identify the intersections to be included in a transportation impact analysis. Freeway segments of U.S. 101 and SR 237 will

be reviewed and segments to which the project will add trips equal to or exceeding one percent of the capacity will be identified. This proposal is based on the analysis of up to 22 intersections, four roadway segments, and four freeway segments. Study locations will be identified in consultation with City staff.

The key intersections will be evaluated during the morning and evening peak hours for the following four scenarios:

- Scenario 1: *Existing Conditions* - Existing volumes obtained from counts.
- Scenario 2: *Background Conditions* - Existing volumes plus growth from approved but not yet constructed developments in the area.
- Scenario 3: *Project Conditions* - Background volumes plus added traffic due to land use changes associated with proposed downtown improvement program update (urban design plan development parameters and redevelopment plan amendment actions) facilitated development scenario (i.e., "project conditions").
- Scenario 4: *Cumulative Conditions* - Project Conditions volumes plus traffic associated with 2015 conditions in the vicinity--i.e., other individual projects adding traffic to the study roadways and/or development under the General Plan building and/or projected background through traffic increases.

2. Setting. The following tasks will be completed by Fehr & Peers:

(a) *Collect Data and Evaluate Existing Conditions.* A field reconnaissance of the site and surrounding roadway network will be conducted to observe peak-hour traffic conditions. Geometric and signal timing data, and the locations of transit, bicycle, and pedestrian facilities will also be collected. Fehr & Peers already has some traffic data for downtown intersections, but some counts may be outdated. In addition, we would have to collect new data at other locations from previous traffic studies and new field observations. We recommend conducting an evaluation of daily traffic volumes on streets immediately west of downtown (e.g., Washington, McKinley, Iowa, and Olive) to address potential concerns by neighbors.

Available traffic count information will be obtained from the City or from the existing traffic studies conducted for projects in the downtown area. Fehr & Peers estimates that new counts will need to be conducted at 10 intersections to supplement the available data. The fee estimate includes up to 20 peak-hour intersection counts (i.e., 10 AM counts and 10 PM counts) and four 24-hour roadway segment counts.

Level of service calculations will be analyzed based on the methodology presented in the *Highway Capacity Manual* (Transportation Research Board) using the TRAFFIX software package to evaluate existing intersection operations. The fee estimate in section VI of this proposal assumes up to 22 intersections will be evaluated. Roadway segment information will

be used to identify the potential change in daily volume under conditions on four segments with the proposed project only. No evaluation of existing daily operations is proposed.

Existing pedestrian, bicycle and transit facilities will be identified and mapped. Gaps in sidewalks and other pedestrian facilities will be identified. Field data and information from the city's bicycle maps and Capital Improvement Program will be used to identify locations for new bicycle facilities in the Redevelopment Plan area. Available CalTrain station planning studies and documents and VTA bus route modifications will be used to assess transit access and service.

(b) *Evaluate Background, or "No Project" Conditions.* A list of approved but not yet constructed developments will be obtained from City staff. Available traffic projections for approved developments will also be obtained from staff. For those developments without formal traffic studies, Fehr & Peers will estimate the traffic added to the roadway network using standard traffic engineering methods.

Traffic from approved developments will be added to existing volumes to obtain traffic estimates for background conditions. Level of service calculations will be conducted to evaluate intersections operations. Approved Capital Improvement Program projects, including lane additions, that are programmed to be completed prior to the proposed development will be assumed to be in place in the background level of service analysis.

2. Impacts. The following subtasks will be completed by Fehr & Peers to evaluate project transportation impacts:

(a) *Evaluate Project Conditions.* The net increase in traffic generated by "**Project Conditions**" (the year 2015 land use and roadway system changes associated with the proposed urban design plan and redevelopment plan amendment) was estimated using Institute of Transportation Engineers (ITE) trip generation rates as part of the recent urban design study conducted for the downtown area. However, standard trip reductions set forth by the VTA for complementary land uses and proximity to Caltrain and bus service still need to be applied. The proposed trip generation rates and estimates will be reviewed and approved by City staff.

The directions of approach and departure for project traffic will be estimated based on existing traffic volumes, the relative locations of complementary land uses in the area, and distribution patterns for previous developments proposed for the site. The trip distribution will be submitted to City staff for review and approval.

The net-added project trips will be assigned to the roadway segments and intersection turning movements based on the directions of approach and departure. Trip assignments will be approved by City staff. Project trips will be added to traffic volumes for Background Conditions to obtain traffic volumes for Project Conditions.

The operation of the roadway system under **Project Conditions** will then be evaluated based on intersection level of service computations. The results of the level of service calculations for Project Conditions will be compared to the results for Background Conditions to identify significant project impacts. In addition to the VTA criteria for impact identification at CMP intersections, City of Sunnyvale criteria for impacts (i.e., any change in LOS) will be applied at all local intersections.

Optional Item (Option A): *Previous traffic studies in the vicinity of downtown Sunnyvale have analyzed impacts to the Mathilda Avenue corridor using a detailed traffic operations tool (such as Synchro/SimTraffic or CORSIM). If the City requires use of one of these tools, we will evaluate detailed traffic operations at up to 10 of the study intersections on Mathilda Avenue.*

The amount of traffic net-added to the key freeway segments will also be evaluated to determine if detailed level of service analysis must be completed. For those segments to which the project adds more than one percent of their capacity, level of service based density will be calculated per the VTA guidelines.

(b) Evaluate Cumulative (2015) Conditions. Impacts within the area due to anticipated "buildout" conditions (i.e., other individual projects and/or General Plan development and/or projected background traffic increases) will be identified. Cumulative development scenario data for 2015 will be developed in coordination with Wagstaff and Associates and City staff. Traffic volumes will be developed based on a growth factor or forecasts provided by the City from the traffic model. Intersection level of service calculations will then be conducted to evaluate Cumulative Conditions using TRAFFIX. This analysis will be performed for all intersections.

(c) Evaluate Parking Impacts. The net added parking demand due to Project Conditions will be evaluated using standard City code rates and compared to the available parking supply, including any parking additions included in the proposed improvement program. For informational purposes, potential reductions in the parking supply will be identified based on shared use and the proximity of transit.

(d) Evaluate Non-Automobile Impacts. Implementation of the improvement program will be evaluated to determine if the proposed project will conflict with any existing or planned pedestrian, bicycle or transit facilities.

3. Mitigation Measures. If significant impacts are identified, feasible mitigation measures will be recommended. Measures to mitigate intersection impacts could include the addition of turn lanes, signal modifications, turn restrictions, and other capacity and operational enhancements. Mitigation measures for non-automobile modes may include provision or accommodation of pedestrian, bicycle, and transit facilities and services.

D. Public Services (Wagstaff and Associates)

The status of existing public services in the downtown area, and additional service needs associated with anticipated project-facilitated buildout conditions, will be described. The following subtasks will be completed to provide this description:

1. Water and Sewer. An evaluation of the year 2015 with project buildout scenario on local water supply and wastewater collection systems will be completed. Based on review of available current data, existing and planned water and sewer trunk line capacities in the area and related local and regional treatment and discharge capacities will be summarized. Anticipated project-related water demand and wastewater generation increase characteristics will then be estimated, and compared with planned system capacities to determine if there may be an *adverse project impact*.

Project-related water and sewer service impact *mitigation measures* will then be recommended as warranted.

2. Police, Fire, and Emergency Medical Services. Existing police, fire, and emergency medical services and requirements in the downtown area will be described. Project-related emergency service demand potentials will then be identified, based on contacts with the Sunnyvale Department of Public Safety. Any special emergency protection needs associated with the anticipated year 2015 with project land use changes will be identified. Any significant adverse impact potentials and related mitigation needs (access or security measures, special sprinkling, added equipment or personnel), will be identified.

3. Parks. The anticipated effects of project area buildout and associated employment, population and housing impacts on the adequacy of Sunnyvale park and recreation provisions will also be evaluated, and the appropriate staff contacted.

4. Solid Waste and Recycling Services. The impacts of project-facilitated buildout on local solid waste collection, recycling, and disposal capacities, and any mitigation measures warranted to reduce the project impacts will be identified.

5. Schools. The potential primary school, secondary school, and community college enrollment impacts of project area employment growth and the related population and housing effects will be estimated, based on the anticipated project-facilitated population and housing developed in Task II.B above and on multipliers provided by the Sunnyvale Unified School District. Related impacts on school capacity and associated mitigation needs will then be described. Recommended mitigations may include statutory pass-through payments of tax increment revenue and other potential mitigations that could possibly supplement the state-mandated school impact fees.

E. Noise (Illingworth & Rodkin, Inc.)

Illingworth & Rodkin will describe the noise implications of the project-facilitated development, (Project Conditions) including the effects of projected traffic and point source noise increases on ambient and cumulative future noise levels in the project area and along principal local travel routes.

Implementation of the redevelopment plan amendment could affect the local noise environment in three ways: (1) by increasing vehicular traffic, (2) by creating or intensifying incompatible land use relationships, and (3) by generating short-term construction noise. The following tasks will be completed to address these issues.

1. Setting. The principal noise sources affecting the project area include the railroad trains, vehicular traffic on the street network, and aircraft overflights. The noise environment in the area has been defined through previous planning studies, and these studies will be used to generally describe the area. The setting discussion will also describe pertinent noise/land use compatibility standards set forth in the City of Sunnyvale General Plan Noise Sub-Element.

2. Impacts. The likely effects of the anticipated project-facilitated land use and roadway changes on the local noise environment will then be identified. The noise increases and noise intrusion expected from project-facilitated improvements and anticipated buildout along the noise sources identified above will be described qualitatively. The project-related traffic changes identified by Fehr & Peers will provide the primary basis for the noise impact assessment. General conclusions will be documented with respect to potential cumulative adverse noise effects of the project and their significance. Emphasis will be placed on potential creation or intensification of noise-related land use conflicts. Short-term noise impact potential associated with redevelopment-related new construction and rehabilitation will also be generally described.

3. Mitigation Measures. Measures warranted to mitigate significant adverse noise impacts will be recommended. These measures could include physical controls, such as building sound insulation treatments or roadside noise barriers, or administrative controls, such as those regulating the hours of construction.

F. Air Quality (Donald Ballanti)

1. Setting. The following subtasks would be completed:

- Prepare a description of the climate and meteorology of the project area, historical air quality data, and current efforts to attain and maintain state and federal air quality standards.
- Document any existing major sources of air pollution in the redevelopment area.

- Identify any sensitive receptors for air pollutants such as hospitals, convalescent homes and schools within the redevelopment area.
- Describe Bay Area Air Quality Management District (BAAQMD) thresholds of significance for projects and plans.

2. Impacts. The following subtasks would be completed:

(a) *Evaluate Construction Impacts.* Construction impacts associated with the proposed improvement plan update buildout scenario (Project Conditions) will be addressed using a general, non-quantified approach appropriate for a program SEIR. Typical construction-related air quality impacts will be described. The potential for future construction impacts on identified sensitive receptors will be addressed.

(b) *Evaluate Redevelopment Plan Provisions.* Sunnyvale General Plan policies, goals and programs with respect to air quality will be evaluated. Adopted general plan, proposed urban design plan, and/or proposed redevelopment plan amendment policies, goals and programs that support the regional Transportation Control Measures will be identified.

(c) *Evaluate Consistency with BAAQMD Plan.* An air quality impact analysis for the project will be prepared using the consistency criteria provided in the BAAQMD guidance document to determine the consistency of the project with the regional air quality plan.

3. Mitigation Measures. General mitigation measures to control emissions and resulting nuisance during construction will be identified. If the project cannot be found consistent with the regional air quality plan, additional policies, programs, or goals that could be adopted to eliminate the inconsistency will be recommended. The effectiveness of these measures in reducing identified potentially significant project impacts will be evaluated.

G. Drainage and Water Quality (Wagstaff and Associates)

Based on available published information, potential project-related effects on drainage and water quality will be addressed by Wagstaff and Associates as follows:

1. Setting. Existing drainage conditions and facilities in the downtown area will be described. Available information on existing runoff quantities and drainage system capacity problems will be reviewed and presented. Current and past flooding problems (storm and tidally-induced) in the area will be identified and described. Information from published Flood Insurance Rate Maps will be compiled and presented.

2. Impacts. Potential effects on existing and proposed storm drainage facilities in the area due to Project Conditions will be analyzed. The extent to which any existing and potential flooding problems in the project area may affect redevelopment activities will be evaluated. The need for improvement of existing drainage facilities and installation of additional drainage

systems (beyond that which may already be planned by the City) to accommodate the Project Conditions will be evaluated.

3. Mitigation Measures. Measures will be recommended as necessary to mitigate any identified potentially significant impacts.

H. Soils and Geology (Wagstaff and Associates)

Using available published information, Wagstaff and Associates will complete the following tasks to address the geology and soils impacts:

1. Setting. Pertinent geologic maps, aerial photographs, and published literature for the project area will be reviewed to establish the general geologic setting. Seismic and other geotechnical hazards and their implications for project area development will be discussed.

2. Impacts. Wagstaff and Associates will describe the geotechnical hazards and impacts associated with the projected Project Conditions based on the geotechnical findings documented above. Geotechnical impacts receiving special consideration will include:

- impacts of possible future site grading, fill compaction, and changes in topography and ground surface relief features;
- potential seismic shaking effects; and
- erosion potential, particularly during construction of future project-facilitated development.

3. Mitigation Measures. Measures will be recommended as warranted to reduce identified potentially significant geotechnical impacts.

I. Hazardous Materials (Wagstaff and Associates)

The projected Project Conditions may raise concerns regarding past soil and groundwater contamination and implications for increased future development in the project area. Wagstaff and Associates will complete the following subtasks to address these SEIR concerns:

1. Setting. The potential for presence of hazardous materials within the project area that could pose a significant health and safety risk will be described, based on existing available information. The description will focus on existing and past commercial (e.g., gas station) or industrial activity areas that may have involved the handling, use, and/or storage of hazardous materials. No soil sampling will take place during this evaluation.

2. Impacts. Project-facilitated remediation benefits, as well as public health and safety impact potentials associated with project-facilitated redevelopment activities will then be

described, including risks of long-term exposure of construction personnel and project area occupants to contaminated soil or groundwater, or other hazardous substances associated with past uses and activities.

3. Mitigation Measures. Any additional mitigation measures warranted to reduce or eliminate identified significant hazardous materials exposure impacts, including anticipated investigation and remediation protocols, will be identified.

J. Vegetation and Wildlife (Wagstaff and Associates)

Based on available published information, potential project-related effects on biotic resources will be addressed by Wagstaff and Associates as follows:

1. Setting. Existing vegetative and wildlife values in the project area will be described, with emphasis on any possible wetland conditions and the possible presence of associated any rare, threatened, or endangered plant or animal species. The discussion will be based primarily on information available from the City's General Plan.

2. Impacts. The impacts of the project-facilitated land use and infrastructure changes on any identified biotic values in the project area will be described. Again, emphasis will be placed on impacts to species of special concern.

3. Mitigation Measures. Measures warranted to mitigate identified impacts on biological resources to less than significant levels, if any, will be identified. For any identified wetlands, description will focus on identifying the mitigation protocols of the various jurisdictional agencies (U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and California Department of Fish and Game).

K. Cultural and Historic Resources (Wagstaff and Associates)

The project area may contain cultural and/or resources. The subtasks identified below will be undertaken to complete this section of the SEIR.

1. Setting. Wagstaff and Associates will rely on existing information from the California Historical Resources Information System (CHRIS) at Sonoma State University to describe the potential for existence of historic and archaeological resources in the project area. Information readily available from the draft Sunnyvale Urban Design Plan and the City's General Plan, 1993 Downtown Specific Plan, and 1990 Sunnyvale Downtown Development Program SEIR will also be used to supplement the CHRIS information.

2. Impacts. Areas likely to be subject to historic and archaeological resource impacts, if any, will be identified based on: (a) the locations of planned land use intensification and project-facilitated infrastructure improvements, and (b) the probability that these locations contain such resources.

3. Mitigation Measures. Mitigation measures will be identified to reduce or eliminate potential significant impacts. For the most part, these measures are expected to be policy-level actions, such as a requirement that site-specific analyses be conducted for future projects proposed in identified sensitive areas.

TASK III. RELATIONSHIP TO LOCAL AND REGIONAL PLANS

Wagstaff and Associates will discuss the compliance of the proposed downtown improvement program provisions and actions and their anticipated impacts with relevant policies of the adopted City of Sunnyvale General Plan and Sunnyvale Downtown Specific Plan.

As required by CEQA, project consistency with relevant adopted regional plans (Santa Clara County Congestion Management Program, Bay Area Air Quality Management District Bay Area '97 Clean Air Plan, Regional Water Quality Control Board Water Quality Control Plan, etc.) will also be concisely discussed.

TASK IV. CEQA-REQUIRED ASSESSMENT CONSIDERATIONS

A. Growth-Inducing Effects

Aspects of the project that would be growth-inducing will be described, and any mitigation measures warranted to reduce or eliminate related significant impacts will be identified.

B. Unavoidable Adverse Effects

Significant environmental effects identified in the SEIR that could not be avoided if the project were implemented will be identified. (Unavoidable adverse impacts are those that could not be reduced to less than significant levels by the mitigation measures recommended in the SEIR.)

C. Irreversible Environmental Changes

Unavoidable adverse environmental changes due to the project that would be permanent will also be identified.

D. Cumulative Impacts

A reference to any identified significant cumulative impacts of the project that are described within the various topical sections of the SEIR will be provided.

E. Effects Found not to be Significant

Based on the Initial Study, a brief statement will be provided explaining why various possible environmental effects were determined not to be significant and are therefore not discussed in detail in the SEIR.

TASK V. ALTERNATIVES TO THE PROPOSED PROJECT

The alternatives chapter of the SEIR will include an analysis of the "*no project*" alternative as required by CEQA, plus up to four additional redevelopment project alternatives. At this preliminary point, it is anticipated that the five alternatives will include:

- No Project (status quo);
- Modified Urban Design Plan Land Use Designations;
- Modified Urban Design Plan Development Intensity/Building Height Provisions;
- Modified Redevelopment Plan Activities (Modified Allocation of Redevelopment Funds); and
- Modified Improvement Program/Redevelopment Project Area Boundaries.

The alternatives to be evaluated will be finalized in consultation with City and Agency staff. The alternatives will be developed to meet the basic goals of the project and eliminate or reduce any identified significant environmental impacts.

A comparative evaluation of the alternatives will then be provided that includes a qualitative, order-of-magnitude comparison of key impacts such as land use and visual compatibility, traffic impacts, public service implications, noise effects, etc.

As stipulated in the CEQA Guidelines, the "*environmentally superior alternative*" will also be identified. If the "no project" alternative is the environmentally superior alternative, the environmentally superior alternative among the other alternatives will be identified.

TASK VI. PREPARATION OF THE DRAFT SEIR

One sample Wagstaff and Associates central area/downtown redevelopment plan EIR has been submitted with this proposal (Petaluma). The Downtown Sunnyvale Improvement Program Update SEIR will incorporate a similar format. The Draft SEIR will be organized with

existing condition, impact, and mitigation findings grouped by major topic (land use and visual factors; population, employment, and housing; transportation; infrastructure and public services; noise, etc.).

A proposed **Table of Contents** is presented in section III of this proposal to illustrate the SEIR content and organization envisioned by Wagstaff and Associates. The SEIR will be concise and will be written for clear and easy understanding by City decision-makers and the general public. Appendices will be limited.

A. Administrative Draft SEIR

Project description, existing setting, impact assessment, and mitigation measures developed in Tasks I through V will be refined and presented in an Administrative Draft SEIR. Ten (10) copies of the Administrative Draft SEIR will be submitted to the City for internal review and comment by City staff, and by the Redevelopment Agency's redevelopment consultant and legal counsel.

The SEIR will identify whether each impact is *less-than-significant* or *significant*. The SEIR will also clearly identify whether an impact would be reduced to a less-than-significant level with mitigation, or whether it would represent an *unavoidable significant impact*. These statements will be listed in a distinctive format so that they are easily identifiable. (For example, statements of significance will be coded and italicized.)

B. Screen Draft SEIR

A Screen Draft SEIR will be prepared, incorporating as necessary, revisions and refinements to the Administrative draft based on City staff and Redevelopment Agency comments. Three (3) copies of the screen draft will be delivered to City staff for review and comments.

C. Draft SEIR

A public review Draft SEIR will then be prepared, incorporating the final comments from City/Agency staff. Seventy-five (75) copies of the Draft SEIR will be submitted to the City for public distribution.

TASK VII. PREPARATION OF THE FINAL SEIR

A. Administrative Draft Final SEIR Addendum

An Administrative Draft Final SEIR Addendum will be prepared to incorporate revisions to the Draft SEIR text deemed necessary in response to public review period comments, as well as the written responses of the SEIR authors to substantive review period comments on the Draft SEIR received from the public, the Planning Commission, and responsible or interested

parties. The FSEIR will also include a list of persons and agencies that commented on the DSEIR, an index to and summary of comments received, and a collection of verbatim comments (letters, memoranda, minutes, etc.). Three (3) copies of the Administrative Draft FSEIR Addendum (with the copies limited to the revised text and responses to comments only) will be submitted for Agency staff review and comment.

B. Final SEIR Addendum

A Final SEIR Addendum will be prepared, incorporating as necessary revisions and refinements to the Administrative Draft FSEIR Addendum based upon City and Agency staff responses.

Fifty (50) copies of the Final SEIR will be submitted to the City for distribution.

TASK VIII. MITIGATION MONITORING CHECKLIST

For a project of this nature, most of the environmental mitigation measures likely to be recommended in the environmental document will be subject to effective monitoring through the normal City and Agency plan approval and implementation process. However, to satisfy CEQA section 21081.6, a documented record of implementation will be necessary. A monitoring approach and checklist will be prepared by Wagstaff and Associates for use by City staff to ensure that those mitigation measures that are ultimately required as plan changes or conditions of plan approval are implemented.

TASK IX. MEETINGS AND HEARINGS

John Wagstaff of Wagstaff and Associates will attend up to four (4) public hearings (two Planning Commission hearing and two City Council/Redevelopment Agency meetings) to assist in presenting the SEIR. Wagstaff and Associates will also attend up to four (4) meetings with City/Agency staff, including an initial kickoff/scoping session and, if necessary, a meeting to discuss the Administrative Draft SEIR comments.

Fehr & Peers Associates staff (Principal-in-Charge or Project Manager) will attend one public hearing and up to two (2) meetings with City/Agency staff.

Attendance at other meetings by Wagstaff and Associates, Fehr & Peers Associates, or any other consultant team member could be provided at agency request for an additional standard fee.

III. PROPOSED SEIR TABLE OF CONTENTS

To meet the environmental documentation requirements described in sections I and II, the following Table of Contents for the Downtown Sunnyvale Improvement Program Update SEIR is proposed. This preliminary table represents the SEIR organization and content currently envisioned by Wagstaff and Associates. The SEIR format would be finalized in consultation with City and Agency staff at the outset of the work program.

I. INTRODUCTION

- A. SEIR Purpose and Intended Use
- B. Program SEIR Approach
- C. SEIR Scope--Significant Issues and Concerns
- D. "Significant Impacts" and Other Key SEIR Terminology
- E. Report Organization and Content
- F. Fiscal Impacts (*reference to other reports*)

II. SUMMARY

- A. Proposed Project
- B. Environmental Issues
- C. Summary of Significant Impacts and Mitigation Measures
- D. Summary of Project Relationships to Adopted Plans
- E. Summary of Alternatives
- F. Mitigation Implementation

III. PROJECT DESCRIPTION

- A. Project Location
- B. Project Background
- C. Basic Project Objectives
- D. Proposed Urban Design Plan Provisions
- E. Proposed Redevelopment Plan Amendment Actions
- F. Project Scheduling and Environmental Assessment Time Frame
- G. Required Project Documentation and Approvals
- H. Intended Uses of the SEIR

IV. SETTING, IMPACTS, AND MITIGATIONS

- A. Land Use and Visual Factors
- B. Population, Housing, and Employment
- C. Transportation

D. Public Services and Facilities

1. Water
2. Sewer
3. Police
4. Fire Protection and EMS
5. Schools
6. Parks

E. Noise

F. Air Quality

G. Drainage and Water Quality

H. Soils and Geology

I. Hazardous Materials

J. Vegetation and Wildlife

K. Cultural and Historic Resources

V. RELATIONSHIP TO ADOPTED PLANS AND POLICIES

A. Sunnyvale Downtown Specific Plan

B. City of Sunnyvale General Plan

C. Other Sunnyvale Standards and Guidelines

D. Pertinent Regional Plans

VI. CEQA-REQUIRED ASSESSMENT CONSIDERATIONS

A. Growth-Inducing Impacts

B. Unavoidable Significant Adverse Impacts

C. Irreversible Environmental Changes

D. Cumulative Impacts

E. Effects Found Not to Be Significant

VII. ALTERNATIVES TO THE PROPOSED PROJECT

A. No Project

B. Modified Urban Design Plan Land Use Designations

C. Modified Urban Design Plan Development Intensity/Building Height Provisions

D. Modified Redevelopment Plan Activities (Modified Funding Allocation)

E. Modified Improvement Program/Redevelopment Plan Boundaries

F. Conclusions: Environmentally Superior Alternative

VIII. MITIGATION MONITORING

A. Monitoring Requirements

B. Monitoring Checklist

IX. ORGANIZATIONS AND PERSONS CONTACTED

- A. City of Sunnyvale
- B. Sunnyvale Redevelopment Agency
- C. Others

X. REFERENCES

XI. APPENDICES

- A. Program SEIR Authority
- B. Notice of Preparation and Initial Study
- C. Supplemental Land Use and Visual Factors Information
- D. Supplemental Transportation and Parking Information
- E. Supplemental Air Quality Data
- F. CEQA Standards for SEIR Adequacy
- G. CEQA Definition of "Mitigation"
- H. SEIR Consultant Team

IV. PRODUCTS AND WORK SCHEDULE (REVISED)

The typical working situation for redevelopment project EIRs involves completion of background data collection and most of the environmental setting, as well as much of the impact analysis, prior to or concurrently with completion of the Preliminary Report. In fact, scheduling needs for a number of our recent redevelopment project EIRs have required us to prepare and deliver the Administrative Draft SEIR without benefit of a Preliminary Report. This approach would probably be possible for the Downtown Sunnyvale Improvement Program Update SEIR through close ongoing coordination and preliminary data sharing with the Preliminary Report authors with respect to existing setting assumptions, base case assumptions, and anticipated project actions.

<u>Product/Milestone</u>	<u>Copies to City</u>	<u>Delivery Schedule</u>
A. Contract Execution	--	Week 1
B. Administrative Draft SEIR	Ten (10) copies	Week 12 (60 working days from start date)
C. City/Agency Staff Comments on ADSEIR	--	Week 14 (2 weeks/10 working days from receipt of ADSEIR)
D. Screen Draft SEIR	Three (3) copies	Week 15 (one week/5 working days from receipt of City/Agency staff comments on ADSEIR)
E. Draft SEIR	Seventy-five (75) copies	Week 17 (2 weeks/10 working days from receipt of City/Agency staff comments on SDSEIR)
F. 45-day Public Review Period Ends	--	Week 24 (45 days after release of Draft SEIR)
G. Administrative Draft Final SEIR/ Mitigation Monitoring Plan	Three (3) copies	Week 26 (2 weeks/10 working days after receipt from City/Agency staff of all public review period comments)
H. City/Agency Staff Comments on ADFSEIR	--	Week 27 (one week/5 working days from receipt of ADFSEIR)
I. Final SEIR Attachment	Fifty (50) copies	Week 28 (one week/5 working days from receipt of City/Agency staff comments on ADFSEIR)

These delivery times are preliminary. Given our current and projected workload, we foresee no problem with completing the SEIR within this timeframe. The Wagstaff and Associates team remains flexible with respect to changes in this schedule to meet City/Agency needs.

EXHIBIT "B"
COMPENSATION

Services shall be performed on a time and expenses basis.

Fee Schedule

The following fee schedule shall apply to all work performed directly by CONSULTANT:

	<u>Hourly Rate</u>
J. Wagstaff	\$155.00
R. Pendro	\$130.00
Sr. Planner 2	\$130.00
Draftsperson	\$ 70.00

Total compensation for services performed directly by CONSULTANT shall not exceed	\$73,355.00
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Total compensation for services performed by CONSULTANT's subcontractors shall not exceed	\$ 7,000.00
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Illingworth & Rodkin, Inc.	\$ 5,000.00
Donald Ballanti	\$ 2,000.00

Reimbursable Expenses

Direct expenses shall be reimbursed at actual cost and shall not exceed	<u>\$ 5,319.00</u>
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Total Compensation

Total compensation shall not exceed	<u>\$ 85,674.00</u>
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Invoicing; Payment Schedule

CONSULTANT shall invoice CITY no more frequently than monthly for services rendered and direct expenses incurred. CITY shall make payment within thirty (30) days of receipt of an accurate, itemized invoice by the Finance Department Accounts Payable Unit.

The following payment schedule shall apply:

- A. Monthly payments not exceeding seventy-five percent (75%) of the total Agreement amount prior to completion of the Administrative Draft SEIR;
- B. Monthly payments not exceeding eighty percent (80%) of the total Agreement amount prior to completion of the Draft SEIR;
- C. Monthly payments not exceeding ninety percent (90%) of the total Agreement amount prior to completion and delivery of the Final SEIR Addendum; and
- D. Monthly payments not exceeding one hundred percent (100%) of the total Agreement amount prior to certification of the Final SEIR or seventy-five (75) days after submittal of the Final SEIR Addendum, whichever occurs first.

EXHIBIT "C"
INSURANCE REQUIREMENTS

CONSULTANT shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to CITY's Purchasing Division, 650 West Olive Ave, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.

CONSULTANT shall take out and maintain during the life of the Agreement **Workers' Compensation and Employer's Liability Insurance** for its employees. The amount of insurance shall not be less than \$1,000,000 per accident for bodily injury or disease.

CONSULTANT shall take out and maintain during the life of the Agreement such **Commercial General Liability Insurance** as shall protect CONSULTANT, CITY, its officials, officers, directors, employees and agents from claims which may arise from services performed under the Agreement, whether such services are performed by CONSULTANT, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$1,000,000.

The liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from CONSULTANT's or CITY's operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5,000.00 without prior written approval of CITY.
- Notice of cancellation to CITY's Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- CITY shall be named as additional named insured with respect to the services being performed under the Agreement.
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.